

Case No.

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AT SEATTLE  
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UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

GREGORIO G. DIAZ and MARIA T. DIAZ,  
HARRY BEGGS  
Plaintiffs,

CASE NO.

15 CV - 00359 RSL

v.

GREEN TREE SERVICING LLC  
And AAMES FUNDING CORPORATION  
DBA AAMES HOME LOAN,

Defendants.

JURY TRIAL DEMANDED

**PLAINTIFFS v. DEFENDANTS, GREEN TREE SERVICING LLC; AAMES  
FUNDING CORPORATION DBA AAMES HOME LOAN  
Damages And Declaratory Relief Action In Favor Of Plaintiffs And Against Defendants,  
GREEN TREE SERVICING LLC; AAMES FUNDING CORPORATION DBA AAMES  
HOME LOAN's**

**COUNT ONE:**

**Pattern Of Racketeering Activity Pursuant To 18 U.S.C. §§ 1961(1)(A) And (B),  
And Did So In Violation Of The RICO Law At 18 U.S.C. 1962(B) And  
18 U.S.C. §§ 1964, (Prohibited Activities)  
(Civil RICO Remedies)**

**COUNT TWO:**

**Violation of 18 U.S.C. §§ 1961(5), 1962(c)**

**COUNT THREE:**

**Violation of 18 U.S.C. §§ 1961(5), 1962(d)**

**COUNT FOUR:**

**Violation of 18 U.S.C., SECTIONS 1341, 1343**

**COUNT FIVE:**

**Violation of 18 U.S.C. § 1001**

**COUNT SIX:**

**Violation of 18 U.S.C. § 1005**

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**COUNT SEVEN  
FRAUD  
COUNT EIGHT  
CIVIL CONSPIRACY**

**COMPLAINT FOR DAMAGES AND DECLARATORY RELIEF**

COMES NOW, the Plaintiffs, HARRY BEGGS, GREGORIO G. DIAZ and MARIA T. DIAZ hereby sues the Defendants, GREEN TREE SERVICING LLC; AAMES FUNDING CORPORATION DBA AAMES HOME LOAN; and alleges:

**PARTIES**

1. Plaintiffs, GREGORIO G. DIAZ AND MARIA T. DIAZ are residents of this county and located at 17119 MEADOWDALE DRIVE, LYNWOOD, WASHINGTON 98037, (COUNTY OF SNOHOMISH)
2. Plaintiff HARRY BEGGS is a resident of the State of Washington, County of Harris and is doing business in this County. Harry Beggs is the sole designated loan servicing agent for Right Angle Ridge, LLC Attn: Harry Beggs 7208 59th Street Ct. West University Place, WA 98467 and will suffer direct and immediate financial harm if the sale is permitted to wrongfully proceed as Harry Beggs is Right Angle Ridge LLC's designated servicing agent for this action.
3. Defendant GREEN TREE SERVICING LLC is a Washington Corporation, and is registered to do business in this State, with the CT CORPORATION SYSTEM, 505 UNION AVENUE SE, Ste 120, Olympia WA, 98501.
4. Defendant AAMES FUNDING CORPORATION DBA AAMES HOME LOAN, is not registered to do business in the State of Washington; and thus they directed that any service of process for acts occurring during the time it did business in Washington be

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served on National Registered Agents, Inc., 1789 Barnes Boulevard, SW, Building G,  
Tumwater, Washington 98512-0410.

**SUMMARY OF FACTS**

5. This is an action to enforce this Court's judgment for quiet title to real property owned by  
Plaintiffs GREGORIO G. DIAZ AND MARIA T. DIAZ in fee simple and located at  
17119 MEADOWDALE DRIVE, LYNWOOD, WASHINGTON 98037, (COUNTY OF  
SNOHOMISH), and more fully described as follows:

LOT 59, MEADOWDALE GLEN, ACCORDING TO THE PLAT THEREOF  
RECORDED IN VOLUME 39 OF PLATS, PAGES 203 AND 204, RECORDS  
OF SNOHOMISH COUNTY. SITUATE IN THE COUNTY OF SNOHOMISH,  
STATE OF WASHINGTON

6. That was entered by this Court on April 8<sup>th</sup>, 2013, Case No. 2:13-cv-00217-RSL. This  
Judgment is final, no timely motion or appeal has ever been made and is now fully final,  
enforceable and non-appealable.

7. That after the initial judgment dated April 8<sup>th</sup>, 2013, Defendant AAMES sold the court  
voided note and deed of trust and then a Trustee was appointed to sell the voided note  
and deed of trust.

8. Suit was filed against AAMES and the trustee in this Court in Case Number  
CV141903MJP filed in 2014; a year after the initial judgment became final.

9. In the second case, a request for default judgment is currently pending against defendant  
AAMES in that case.

10. Thereafter, on May 5<sup>th</sup>, 2014, servicer for AAMES, Nationstar Mortgage, LLC, issued a  
IRS Form 1099-C acknowledging the cancellation of the debt.

11. Thereafter, in utter disregard of the initial judgment, and the pending judgment for the  
sale of the vacated mortgages, AAMES had the audacity to again sell the voided

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1 mortgage, even though Nationstar as its servicer sent an IRS 1099-C (Exhibit 2)  
2 acknowledging the cancellation of the debt to Defendant Green Tree Servicing, LLC.

3 12. That Plaintiff HARRY BEGGS is the designated loan servicing agent for the  
4 Right Angle Ridge, LLC's interest in the subject property by reason of a note and  
5 mortgage whose value would be adversely and greatly harmed if the Defendants  
6 AAMES FUNDING CORPORATION, DBA AAMES HOME LOAN and  
7 GREEN TREE SERVICING LLC would be permitted to proceed with the  
8 continued attempts at the fraudulent collection of the AAMES FUNDING  
9 CORPORATION, DBA AAMES HOME LOAN, recorded mortgage on the  
10 property 200509220838 6 Pages, recorded on September 22, 2005 in which this  
11 court ordered AAMES "prohibited from pursuing any interest in the property as  
12 the beneficiary of the deed of trust... citing RCW 61.24.030(7)(a).

13 13. The final sentence of the Judgment says, "There is an adequate basis to enter  
14 default judgment in favor of plaintiffs and against defendant AAMES, declaring  
15 that AAMES is precluded from pursuing its interest in the property as the named  
16 beneficiary in the deed of trust recorded on September 22, 2005".

17 14. Plaintiff HARRY BEGGS, and Right Angle Ridge, LLC in good faith, justifiably  
18 and detrimentally relied on this Courts order in making a loan for value against  
19 the property after the judgment was entered, and would be harmed in the sum of  
20 \$140,000.00.  
21

22 15. That Defendant, GREEN TREE SERVICING LLC, with actual or constructive  
23 knowledge of the initial judgment, the lis pendens in the second action, the  
24 pending judgment in that action, the IRS Cancellation of Debt, and after being  
25

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1 placed on formal notice by means of certified mail return receipt requested that  
2 the debt was cancelled, sent two SEPARATE invoices demanding payment of  
3 \$68,770.31 on February 19<sup>th</sup>, 2015 UNDER TWO SEPARATE ACCOUNT  
4 NUMBERS, SEE EXHIBIT 3, GREEN TREE INVOICE FOR ACCOUNT  
5 NUMBER 82504360 AND EXHIBIT 4, GREEN TREE INVOICE FOR  
6 ACCOUNT NUMBER 82529354.

7 16. That said conduct is in direct contravention of the order and findings of the court  
8 on April 8<sup>th</sup>, 2013, Case No. 2:13-cv-00217-RS; in direct contravention of the IRS  
9 notice of Cancellation of Debt, and the second impending judgment.

10 17. That AAMES FUNDING CORPORATION, DBA AAMES HOME LOAN is in  
11 direct contempt of the order by requesting the GREEN TREE SERVICING LLC  
12 to continue to attempt to collect on discharged obligations against the Plaintiffs  
13 property and financially and detrimentally harm the Plaintiffs interest in the  
14 property.  
15

16 18. That the attempted fraudulent double collection by Defendants, and each of them,  
17 is fraudulent in that they no longer possess any such interest that can be enforced;  
18 are already guilty of knowingly attempting to sell the same at public auction,  
19 defrauding the public, and then audaciously send the Plaintiffs two separate  
20 invoices for the same discharged obligation.

21 19. The Defendants and are doing so in blatant disregard of this Court's orders.

22 20. That Plaintiffs GREGORIO G. DIAZ AND MARIA T. DIAZ previously sought  
23 one million dollars in punitive damages for fraud, and the court did not find  
24 sufficient grounds for the same at that time in the initial case, but then sought a  
25

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1 default against the Defendants for punitive damages in the subsequent case, and  
2 therefore are entitled to treble those damages herein in this case.

3 21. However, in the instant case, the Defendants now have the attempted the  
4 continued collection through a loan servicer of an interest this court found that the  
5 Defendant AAMES FUNDING CORPORATION, DBA AAMES HOME LOAN  
6 did not possess and further their predecessor servicer already acknowledged was  
7 cancelled and informed the IRS of the same.

8 22. The Defendants, and each of them, conspired together to continue to attempt to  
9 enforce the voided interest after having actual and constructive notice of the  
10 judgment, and did so on multiple occasions, by means of the US Mail, as  
11 evidenced on Exhibit 3.

12 23. The Defendants and each of them utilized means of interstate commerce,  
13 including the US Mail in furtherance of their scheme or artifice to defraud.

14 24. The attempted theft of the Plaintiffs property and funds constitutes a direct  
15 violation of RCW 9A.28.020 and thus the conduct alleged is a criminal enterprise.  
16

17 25. Their prior acts in the form of posting a notice of sale and attempted sale of the  
18 Plaintiffs property and funds constitutes a direct violation of RCW 40.16.030,  
19 offering false instrument for filing or record by their publication of a notice of  
20 sale in the public records is a criminal act, and thus the Defendants conduct is a  
21 series of acts which were done in furtherance of a criminal enterprise.

22 26. The publication and distribution by means of the US Mail is the use of interstate  
23 commerce in furtherance of the criminal enterprise.  
24  
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1 27. That if the continued attempts to collect an extinguished obligation is allowed to  
2 proceed, the Plaintiffs will suffer irreparable harm as real property is unique and  
3 money damages will not suffice to repair the injury suffered and the Defendants  
4 conduct is in direct contempt.

5 28. That Defendant GREEN TREE SERVICING LLC, on their own behalf, and on behalf of  
6 the co-defendants, AAMES FUNDING CORPORATION DBA AAMES HOME LOAN  
7 had no power to make any such offer of sale and are in contempt of court.

8 29. That as an actual and proximate cause of their conduct, the Plaintiffs, and each of them,  
9 suffered actual monetary harm, devaluation of their property and harm to their interest in  
10 their property.

11 **VENUE**

12 30. The property is located in this County, and the Plaintiff resides in SNOHOMISH  
13 COUNTY, Washington; the attempt to fraudulently sell the Plaintiff GREGORIO G.  
14 DIAZ AND MARIA T. DIAZ's property and adversely harm the Plaintiff HARRY  
15 BEGGS' financial interest as loan servicer in the subject property in this County; and  
16 committed the criminal acts and the violations of the Federal RICO statute in this County;  
17 and thus this is the proper venue for this action.

18  
19 31. Venue is proper in this district pursuant to 28 U.S.C. § 1391 as Plaintiffs reside and the  
20 violations discussed herein occurred in Snohomish County, Washington.

21 **JURISDICTION**

22 32. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1343.

23 33. Pursuant to 28 U.S.C. § 1367, this court has supplemental jurisdiction over the state law  
24 claims because Plaintiff's state law claims are so related to Plaintiff's federal law claims  
25

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that they form part of the same case or controversy under Article III of the United States Constitution.

**COUNT ONE:**  
**PLAINTIFFS v. DEFENDANTS, GREEN TREE SERVICING LLC; AAMES FUNDING CORPORATION DBA AAMES HOME LOAN**

**Damages And Declaratory Relief Action In Favor Of Plaintiffs And Against Defendants, GREEN TREE SERVICING LLC; AAMES FUNDING CORPORATION DBA AAMES HOME LOAN's For Their Acquisition And Maintenance Of An Interest In And Control Of An Enterprise Engaged In A Pattern Of Racketeering Activity Pursuant To 18 U.S.C. §§ 1961(1)(A) And (B), And Did So In Violation Of The RICO Law At 18 U.S.C. 1962(B) And 18 U.S.C. §§ 1964, (Prohibited Activities) (Civil RICO Remedies)**

34. Plaintiffs incorporate paragraphs 1 through 33, inclusive, herein, as though set forth herein in full. Substance prevails over form.

35. Plaintiffs further incorporate the allegations of the remaining Counts contained herein, as though set forth herein in full as further proof of the conspiracy and clearly repetitive pattern of racketeering activity as prohibited by RICO. Substance prevails over form.

36. On November 14<sup>th</sup>, and again on December 19<sup>th</sup>, 2014, and continuing through the present, all Defendants did cooperate jointly and severally in the commission of at least two (2) or more of the RICO predicate acts that are itemized in the RICO laws at 18 U.S.C. §§ 1961(1)(A) and (B), and did so in violation of the RICO law at 18 U.S.C. 1962(b) (Prohibited activities).

37. Plaintiffs further allege that Defendants, and each of them, on their own behalf, and on behalf of the co-defendants, in conjunction with and in furtherance of the conspiracy with all the remaining Defendants, did commit two (2) or more of the offenses itemized above in a manner which they calculated and premeditated intentionally to threaten continuity.



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i.e. a continuing threat of their respective racketeering activities, also in violation of the RICO law at 18 U.S.C. 1962(b) supra.

38. Respondeat superior (principal is liable for agents' misconduct: knowledge of, participation in, and benefit from a RICO enterprise). The Defendant GREEN TREE SERVICING LLC has acted on behalf of Defendant AAMES FUNDING CORPORATION, DBA AAMES HOME LOAN, and on their own behalf, and are liable on behalf of the co-defendants, for all wrongful conduct of its co-defendants, and each of them.

39. At all times herein, the Defendants, on their own behalf, and on behalf of the co-defendants, and each of them, conspired with remaining defendants, to interfere with the quiet enjoyment of Plaintiffs DIAZs' home; double bill the Plaintiffs with two separate accounts; steal the equity in the Plaintiff's home from the Plaintiff HARRY BEGGS; and are attempting to commit a fraud by selling a void note and mortgage to the highest bidder at public auction.

Wherefore Plaintiffs seek relief as accorded by the Statute, including, but not limited to:

- a. That the Court enter an award of statutory compensatory damages for each separate violation according to proof, but in the event of default, in favor of DIAZ in the sum of \$260,000 as the fair market value of the property and in favor of Plaintiff BEGGS in the sum of \$140,000 as the face value of the note attempted to be stolen by the Defendants and each of their fraudulent attempt to sell a void note and mortgage;
- b. That the court enters an award of three million in favor of Plaintiff DIAZ against AAMES FUNDING CORPORATION, DBA AAMES HOME LOAN as

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originally prayed in the original complaint in light of the attempt to fraudulently sell the Plaintiffs property and destroy the note owned by Plaintiff

- c. That the Court further award in favor of Plaintiff DIAZ exemplary damages in the treble the amount of his damages of \$9,260,000 against AAMES FUNDING CORPORATION, DBA AAMES HOME LOAN and Defendant GREEN TREE SERVICING LLC, or punitive damages of \$11,340,000;
- d. That the Court further award in favor of Plaintiff BEGGS exemplary damages in the sum of treble the amount of his damages of \$420,000 or \$1,260,000.
- e. That the court award declaratory relief, including a preliminary and permanent injunction, prohibiting AAMES FUNDING CORPORATION, DBA AAMES HOME LOAN and Defendant GREEN TREE SERVICING LLC, or any of their agents or assigns, from any further breaches of the criminal statutes listed, and from the sale or further attempted collection of the void obligations, any further attempts to sell the Plaintiffs DIAZs' property or harm BEGGS as servicer's interest thereon;
- f. That the court permanently restrain Defendants, and any purported successor in interest from attempting to enforce in any way any note and deed of trust executed on September 22<sup>nd</sup>, 2005, including the Deed of Trust 200509220838 6 Pages, recorded on September 22, 2005 and the Deed of Trust 200509220837 19 Pages, recorded on September 22, 2005 in favor of the Defendant AAMES. That any sale is void and any attempt to enforce either constitutes fraud entitling the Plaintiff to the issuance of an order to show cause why the party attempting to enforce the void obligation should not be held in contempt of court.

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- 1 g. Reasonable attorney's fees and court costs according to proof;  
2 h. Such other and further relief as the court deems just and proper.

3 **COUNT TWO:**  
4 **PLAINTIFFS v. DEFENDANTS, GREEN TREE SERVICING LLC; AAMES**  
5 **FUNDING CORPORATION DBA AAMES HOME LOAN**

6 **Damages And Declaratory Relief Action In Favor Of Plaintiffs And Against**  
7 **Defendants, GREEN TREE SERVICING LLC; AAMES FUNDING**  
8 **CORPORATION DBA AAMES HOME LOAN's For Their Conduct And**  
9 **Participation In A RICO Enterprise Through A Pattern Of Racketeering Activity:**  
10 **18 U.S.C. §§ 1961(5), 1962(c)**

- 11 40. Plaintiffs incorporate paragraphs 1 through 33, inclusive, herein, as though set forth  
12 herein in full. Substance prevails over form.
- 13 41. Plaintiffs further incorporate the allegations of the remaining Counts of the rest of this  
14 complaint, contained herein, as though set forth herein in full as further proof of the  
15 conspiracy and pattern of racketeering activity as prohibited by RICO. Substance prevails  
16 over form.
- 17 42. On November 14<sup>th</sup>, 2014 and again on December 19<sup>th</sup>, 2014, and continuing to the  
18 present, all Defendants, and each of them, did associate with a RICO enterprise of  
19 individuals who were associated in fact and who engaged in, and whose activities did  
20 affect, interstate and foreign commerce, which includes the US Mail pursuant to the  
21 attached Exhibits.
- 22 43. Likewise, all Defendants, and each of them, did conduct and/or participate, either directly  
23 or indirectly, in the conduct of the affairs of said RICO enterprise through a pattern of  
24 racketeering activity, all in violation of 18 U.S.C. §§ 1961(4), (5), (9), and 1962(c).
- 25 44. During the six (6) calendar years preceding the filing of this complaint, all Defendants,  
and each of them, did cooperate jointly and severally in the commission of two (2) or

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1 more of the RICO predicate acts that are itemized in the RICO laws at 18 U.S.C. §§  
2 1961(1)(A) and (B), and did so in violation of the RICO law at 18 U.S.C. 1962(c)  
3 (Prohibited activities).

4 45. Plaintiffs further allege that all Defendants did commit two (2) or more of the offenses  
5 itemized above in a manner which they calculated and premeditated intentionally to  
6 threaten continuity, i.e. a continuing threat of their respective racketeering activities, also  
7 in violation of the RICO law at 18 U.S.C. 1962(c) *supra*.

8 46. Pursuant to 84 Stat. 947, Sec. 904, Oct. 15, 1970, the RICO laws herein are to be liberally  
9 construed by this honorable Court and the claim is based on theory of Respondeat  
10 Superior.

11 Wherefore Plaintiffs seek relief as accorded by the Statute, including, but not limited to:

- 12 a. That the Court enter an award of statutory compensatory damages for each  
13 separate violation according to proof, but in the event of default, in favor of DIAZ  
14 in the sum of \$260,000 as the fair market value of the property and in favor of  
15 Plaintiff BEGGS in the sum of \$140,000 as the face value of the note attempted to  
16 be stolen by the Defendants and each of their fraudulent attempt to sell a void  
17 note and mortgage;  
18  
19 b. That the court enters an award of three million in favor of Plaintiff DIAZ against  
20 AAMES FUNDING CORPORATION, DBA AAMES HOME LOAN as  
21 originally prayed in the original complaint in light of the attempt to fraudulently  
22 sell the Plaintiffs property and destroy the note owned by Plaintiff  
23  
24 c. That the Court further award in favor of Plaintiff DIAZ exemplary damages in the  
25 treble the amount of his damages of \$9,260,000 against AAMES FUNDING

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CORPORATION, DBA AAMES HOME LOAN and Defendant GREEN TREE  
SERVICING LLC, or punitive damages of \$11,340,000;

- d. That the Court further award in favor of Plaintiff BEGGS exemplary damages in the sum of treble the amount of his damages of \$420,000 or \$1,260,000.
- e. That the court award declaratory relief, including a preliminary and permanent injunction, prohibiting AAMES FUNDING CORPORATION, DBA AAMES HOME LOAN and Defendant GREEN TREE SERVICING LLC, or any of their agents or assigns, from any further breaches of the criminal statutes listed, and from the sale or further attempted collection of the void obligations, any further attempts to sell the Plaintiffs DIAZs' property or harm BEGGS as servicer's interest thereon;
- f. That the court permanently restrain Defendants, and any purported successor in interest from attempting to enforce in any way any note and deed of trust executed on September 22<sup>nd</sup>, 2005, including the Deed of Trust 200509220838 6 Pages, recorded on September 22, 2005 and the Deed of Trust 200509220837 19 Pages, recorded on September 22, 2005 in favor of the Defendant AAMES. That any sale is void and any attempt to enforce either constitutes fraud entitling the Plaintiff to the issuance of an order to show cause why the party attempting to enforce the void obligation should not be held in contempt of court.
- g. Reasonable attorney's fees and court costs according to proof;
- h. Such other and further relief as the court deems just and proper.

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**COUNT THREE:**

**PLAINTIFFS v. DEFENDANTS, GREEN TREE SERVICING LLC; AAMES  
FUNDING CORPORATION DBA AAMES HOME LOAN**

**Damages And Declaratory Relief Action In Favor Of Plaintiffs And Against  
Defendants, GREEN TREE SERVICING LLC; AAMES FUNDING  
CORPORATION DBA AAMES HOME LOAN's For Their Conspiracy to Engage  
in a Pattern of Racketeering Activity:  
18 U.S.C. §§ 1961(5), 1962(d)**

47. Plaintiffs incorporate paragraphs 1 through 33, inclusive, herein, as though set forth herein in full. Substance prevails over form.

48. Plaintiffs further incorporate the allegations of the remaining Counts of the rest of this complaint, contained herein, as though set forth herein in full as further proof of the conspiracy and pattern of racketeering activity as prohibited by RICO. Substance prevails over form.

49. On November 14<sup>th</sup>, 2014, December 19<sup>th</sup>, 2014 and continuing to the present, as enumerated in Plaintiff's exhibits which are attached hereto, and incorporated herein, all Defendants, and each of them, did conspire to acquire and maintain an interest in a RICO enterprise engaged in a pattern of racketeering activity, in violation of 18 U.S.C. §§ 1962(b) and (d).

50. At the various times and places partially enumerated in Plaintiff's documentary material, all Defendants, individually and on behalf of each other, committed acts in furtherance of the conspiracy, did also conspire to conduct and participate in said RICO enterprise through a pattern of racketeering activity, in violation of 18 U.S.C. §§ 1962(c) and (d) by fraudulently noticing the sale, cancelling the notice and re-noticing the sale of the Plaintiff DIAZ home. See also 18 U.S.C. §§ 1961(4), (5) and (9).

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1 51. During the six (6) calendar years preceding the filing of this complaint, all Defendants,  
2 and each of them, did cooperate jointly and severally in the commission of two (2) or  
3 more of the predicate acts that are itemized at 18 U.S.C. §§ 1961(1)(A) and (B), in  
4 violation of 18 U.S.C. 1962(d).

5 52. Plaintiff further alleges that all Defendants did commit two (2) or more of the offenses  
6 itemized above in a manner which they calculated and premeditated intentionally to  
7 threaten continuity, i.e. a continuing threat of their respective racketeering activities, also  
8 in violation of 18 U.S.C. 1962(d) (Prohibited activities supra).

9 53. Pursuant to 84 Stat. 947, Sec. 904, Oct. 15, 1970, the RICO laws herein are to be liberally  
10 construed by this honorable Court and the claim is based on theory of Respondeat  
11 Superior.

12 Wherefore Plaintiffs seek relief as accorded by the Statute, including, but not limited to:

13 a. That the Court enter an award of statutory compensatory damages for each  
14 separate violation according to proof, but in the event of default, in favor of DIAZ  
15 in the sum of \$260,000 as the fair market value of the property and in favor of  
16 Plaintiff BEGGS in the sum of \$140,000 as the face value of the note attempted to  
17 be stolen by the Defendants and each of their fraudulent attempt to sell a void  
18 note and mortgage;

19 b. That the court enters an award of three million in favor of Plaintiff DIAZ against  
20 AAMES FUNDING CORPORATION, DBA AAMES HOME LOAN as  
21 originally prayed in the original complaint in light of the attempt to fraudulently  
22 sell the Plaintiffs property and destroy the note owned by Plaintiff  
23  
24  
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- 1           c.     That the Court further award in favor of Plaintiff DIAZ exemplary damages in the  
2           treble the amount of his damages of \$9,260,000 against AAMES FUNDING  
3           CORPORATION, DBA AAMES HOME LOAN and Defendant GREEN TREE  
4           SERVICING LLC, or punitive damages of \$11,340,000;
- 5           d.     That the Court further award in favor of Plaintiff BEGGS exemplary damages in  
6           the sum of treble the amount of his damages of \$420,000 or \$1,260,000.
- 7           e.     That the court award declaratory relief, including a preliminary and permanent  
8           injunction, prohibiting AAMES FUNDING CORPORATION, DBA AAMES  
9           HOME LOAN and Defendant GREEN TREE SERVICING LLC, or any of their  
10          agents or assigns, from any further breaches of the criminal statutes listed, and  
11          from the sale or further attempted collection of the void obligations, any further  
12          attempts to sell the Plaintiffs DIAZs' property or harm BEGGS as servicer's  
13          interest thereon;
- 14          f.     That the court permanently restrain Defendants, and any purported successor in  
15          interest from attempting to enforce in any way any note and deed of trust executed  
16          on September 22<sup>nd</sup>, 2005, including the Deed of Trust 200509220838 6 Pages,  
17          recorded on September 22, 2005 and the Deed of Trust 200509220837 19 Pages,  
18          recorded on September 22, 2005 in favor of the Defendant AAMES. That any  
19          sale is void and any attempt to enforce either constitutes fraud entitling the  
20          Plaintiff to the issuance of an order to show cause why the party attempting to  
21          enforce the void obligation should not be held in contempt of court.
- 22          g.     Reasonable attorney's fees and court costs according to proof;
- 23          h.     Such other and further relief as the court deems just and proper.
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- 25



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**COUNT FOUR:**

**PLAINTIFFS v. DEFENDANTS, GREEN TREE SERVICING LLC; AAMES  
FUNDING CORPORATION DBA AAMES HOME LOAN**

**Damages And Declaratory Relief Action In Favor Of Plaintiffs And Against  
Defendants, GREEN TREE SERVICING LLC; AAMES FUNDING  
CORPORATION DBA AAMES HOME LOAN's For Their Violation of the MAIL  
AND WIRE FRAUD STATUTE  
18 U.S.C., SECTIONS 1341, 1343**

54. Plaintiffs incorporate paragraphs 1 through 33, inclusive, herein, as though set forth herein in full. Substance prevails over form.

55. Plaintiffs further incorporate the allegations of the remaining Counts of the rest of this complaint, contained herein, as though set forth herein in full as further proof of the conspiracy and pattern of racketeering activity as prohibited by RICO. Substance prevails over form.

56. As alleged herein, Defendant GREEN TREE SERVICING LLC, on their own behalf, and on behalf of the co-defendants, AAMES FUNDING CORPORATION DBA AAMES HOME LOAN, committed numerous of acts of mail fraud, which is a violation of federal law.

57. That Defendant GREEN TREE SERVICING LLC, on their own behalf, and on behalf of the co-defendants, AAMES FUNDING CORPORATION DBA AAMES HOME LOAN, knowingly devised a scheme to defraud or to obtain money or property (or the intangible right of honest services) by materially false or fraudulent pretenses, representations or promises (or willfully participated in such a scheme with knowledge of its fraudulent nature);

58. That GREEN TREE SERVICING LLC, on their own behalf, and on behalf of the co-defendants, AAMES FUNDING CORPORATION DBA AAMES HOME LOAN, acted

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1 with the intent to defraud the Plaintiffs and others (including the US Treasury) to the  
2 detriment of the Plaintiffs, and each of them.

3 59. That in advancing, furthering, or carrying out the scheme, GREEN TREE SERVICING  
4 LLC, on their own behalf, and on behalf of the co-defendants, AAMES FUNDING  
5 CORPORATION DBA AAMES HOME LOAN, used the mails (a private or commercial  
6 interstate carrier), or caused the mails (a private or commercial interstate carrier) to be  
7 used.

8 Wherefore Plaintiffs seek relief as accorded by the Statute, including, but not limited to:

- 9 a. That the Court enter an award of statutory compensatory damages for each  
10 separate violation according to proof, but in the event of default, in favor of DIAZ  
11 in the sum of \$260,000 as the fair market value of the property and in favor of  
12 Plaintiff BEGGS in the sum of \$140,000 as the face value of the note attempted to  
13 be stolen by the Defendants and each of their fraudulent attempt to sell a void  
14 note and mortgage;
- 15 b. That the court enters an award of three million in favor of Plaintiff DIAZ against  
16 AAMES FUNDING CORPORATION, DBA AAMES HOME LOAN as  
17 originally prayed in the original complaint in light of the attempt to fraudulently  
18 sell the Plaintiffs property and destroy the note owned by Plaintiff
- 19 c. That the Court further award in favor of Plaintiff DIAZ exemplary damages in the  
20 treble the amount of his damages of \$9,260,000 against AAMES FUNDING  
21 CORPORATION, DBA AAMES HOME LOAN and Defendant GREEN TREE  
22 SERVICING LLC, or punitive damages of \$11,340,000;
- 23  
24  
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Case No.

- d. That the Court further award in favor of Plaintiff BEGGS exemplary damages in the sum of treble the amount of his damages of \$420,000 or \$1,260,000.
- e. That the court award declaratory relief, including a preliminary and permanent injunction, prohibiting AAMES FUNDING CORPORATION, DBA AAMES HOME LOAN and Defendant GREEN TREE SERVICING LLC, or any of their agents or assigns, from any further breaches of the criminal statutes listed, and from the sale or further attempted collection of the void obligations, any further attempts to sell the Plaintiffs DIAZs' property or harm BEGGS as servicer's interest thereon;
- f. That the court permanently restrain Defendants, and any purported successor in interest from attempting to enforce in any way any note and deed of trust executed on September 22<sup>nd</sup>, 2005, including the Deed of Trust 200509220838 6 Pages, recorded on September 22, 2005 and the Deed of Trust 200509220837 19 Pages, recorded on September 22, 2005 in favor of the Defendant AAMES. That any sale is void and any attempt to enforce either constitutes fraud entitling the Plaintiff to the issuance of an order to show cause why the party attempting to enforce the void obligation should not be held in contempt of court.
- g. Reasonable attorney's fees and court costs according to proof;
- h. Such other and further relief as the court deems just and proper.

**COUNT FIVE:**

**PLAINTIFFS v. DEFENDANTS, GREEN TREE SERVICING LLC; AAMES FUNDING CORPORATION DBA AAMES HOME LOAN**

**Damages And Declaratory Relief Action In Favor Of Plaintiffs And Against Defendants, GREEN TREE SERVICING LLC; AAMES FUNDING CORPORATION DBA AAMES HOME LOAN's For Their Violation of the VIOLATION OF THE STATUTE 18 U.S.C. § 1001**

Case No.

1 60. Plaintiffs incorporate paragraphs 1 through 33, inclusive, herein, as though set forth  
2 herein in full. Substance prevails over form.

3 61. Plaintiffs further incorporate the allegations of the remaining Counts of the rest of this  
4 complaint, contained herein, as though set forth herein in full as further proof of the  
5 conspiracy and pattern of racketeering activity as prohibited by RICO. Substance prevails  
6 over form.

7 62. Defendant GREEN TREE SERVICING LLC, on their own behalf, and on behalf of the  
8 co-defendants, AAMES FUNDING CORPORATION DBA AAMES HOME LOAN,  
9 violated 18 U.S.C. § 1001 by the conduct complained of herein, and as proven at the time  
10 of trial.

11 63. Defendant GREEN TREE SERVICING LLC, on their own behalf, and on behalf of the  
12 co-defendants, AAMES FUNDING CORPORATION DBA AAMES HOME LOAN  
13 falsified, concealed or covered up by any trick, scheme or device, material facts,  
14 including, but not necessarily limited to the fact that the note and mortgage they are  
15 attempting to sell by means of publicly selling the Plaintiffs property at public auction on  
16 the courthouse steps is void and unenforceable by reason of an order of this Court issued  
17 and recorded in the public records prior to the attempted fraudulent sale.

18 64. Defendant GREEN TREE SERVICING LLC, on their own behalf, and on behalf of the  
19 co-defendants, AAMES FUNDING CORPORATION DBA AAMES HOME LOAN  
20 further violated 18 U.S.C § 1001 by their made, and / or caused to be made fictitious or  
21 fraudulent statements or representations to the public that they have the right to hold a  
22 Trustee's Sale when in fact, they are obliged not to by reason of court order.  
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Case No.

1 65. Defendant GREEN TREE SERVICING LLC, on their own behalf, and on behalf of the  
2 co-defendants, AAMES FUNDING CORPORATION DBA AAMES HOME LOAN  
3 further violated 18 U.S.C § 1001 by making or using any false writing or document  
4 knowing the same to contain any false, fictitious or fraudulent statement or entry, all as  
5 alleged herein.

6 66. Defendant GREEN TREE SERVICING LLC, on their own behalf, and on behalf of the  
7 co-defendants, AAMES FUNDING CORPORATION DBA AAMES HOME LOAN  
8 further violated 18 U.S.C § 1001, as alleged herein, because the statements made by the  
9 Defendant GREEN TREE SERVICING LLC, on their own behalf, and on behalf of the  
10 co-defendants, AAMES FUNDING CORPORATION DBA AAMES HOME LOAN  
11 were all material, and adversely affected the Plaintiffs, the court, the public, the US  
12 Government, and others.

13 Wherefore Plaintiffs seek relief as accorded by the Statute, including, but not limited to:

- 14
- 15 a. That the Court enter an award of statutory compensatory damages for each  
16 separate violation according to proof, but in the event of default, in favor of DIAZ  
17 in the sum of \$260,000 as the fair market value of the property and in favor of  
18 Plaintiff BEGGS in the sum of \$140,000 as the face value of the note attempted to  
19 be stolen by the Defendants and each of their fraudulent attempt to sell a void  
20 note and mortgage;
- 21 b. That the court enters an award of three million in favor of Plaintiff DIAZ against  
22 AAMES FUNDING CORPORATION, DBA AAMES HOME LOAN as  
23 originally prayed in the original complaint in light of the attempt to fraudulently  
24 sell the Plaintiffs property and destroy the note owned by Plaintiff  
25

Case No.

- c. That the Court further award in favor of Plaintiff DIAZ exemplary damages in the treble the amount of his damages of \$9,260,000 against AAMES FUNDING CORPORATION, DBA AAMES HOME LOAN and Defendant GREEN TREE SERVICING LLC, or punitive damages of \$11,340,000;
- d. That the Court further award in favor of Plaintiff BEGGS exemplary damages in the sum of treble the amount of his damages of \$420,000 or \$1,260,000.
- e. That the court award declaratory relief, including a preliminary and permanent injunction, prohibiting AAMES FUNDING CORPORATION, DBA AAMES HOME LOAN and Defendant GREEN TREE SERVICING LLC, or any of their agents or assigns, from any further breaches of the criminal statutes listed, and from the sale or further attempted collection of the void obligations, any further attempts to sell the Plaintiffs DIAZs' property or harm BEGGS as servicer's interest thereon;
- f. That the court permanently restrain Defendants, and any purported successor in interest from attempting to enforce in any way any note and deed of trust executed on September 22<sup>nd</sup>, 2005, including the Deed of Trust 200509220838 6 Pages, recorded on September 22, 2005 and the Deed of Trust 200509220837 19 Pages, recorded on September 22, 2005 in favor of the Defendant AAMES. That any sale is void and any attempt to enforce either constitutes fraud entitling the Plaintiff to the issuance of an order to show cause why the party attempting to enforce the void obligation should not be held in contempt of court.
- g. Reasonable attorney's fees and court costs according to proof;
- h. Such other and further relief as the court deems just and proper.

Case No.

**COUNT SIX:**  
**PLAINTIFFS v. DEFENDANTS, GREEN TREE SERVICING LLC; AAMES**  
**FUNDING CORPORATION DBA AAMES HOME LOAN**

**Damages And Declaratory Relief Action In Favor Of Plaintiffs And Against**  
**Defendants, GREEN TREE SERVICING LLC; AAMES FUNDING**  
**CORPORATION DBA AAMES HOME LOAN's For Their Violation**  
**of 18 U.S.C. § 1005**

67. Plaintiffs incorporate paragraphs 1 through 33, inclusive, herein, as though set forth herein in full. Substance prevails over form.
68. Plaintiffs further incorporate the allegations of the remaining Counts of the rest of this complaint, contained herein, as though set forth herein in full as further proof of the conspiracy and pattern of racketeering activity as prohibited by RICO. Substance prevails over form.
69. Defendant GREEN TREE SERVICING LLC, on their own behalf, and on behalf of the co-defendants, AAMES FUNDING CORPORATION DBA AAMES HOME LOAN, in furtherance of the co-conspiracies complained of herein, and in order to conceal and misdirect the public, provided false information to the public, including the government, delivered by means of the US Mail, and across State lines, the fraudulent claim that they had the right to hold a Trustees' Sale of the Plaintiff DIAZ's property to the detriment of the Plaintiffs, and each of them.
70. The defendant GREEN TREE SERVICING LLC, on their own behalf, and on behalf of the co-defendants, AAMES FUNDING CORPORATION DBA AAMES HOME LOAN knew that they had no right to continue with the sale, but noticed the same on more than one occasion by means of the US Mail system.



Case No.

- 1           b.     That the court enters an award of three million in favor of Plaintiff DIAZ against  
2           AAMES FUNDING CORPORATION, DBA AAMES HOME LOAN as  
3           originally prayed in the original complaint in light of the attempt to fraudulently  
4           sell the Plaintiffs property and destroy the note owned by Plaintiff
- 5           c.     That the Court further award in favor of Plaintiff DIAZ exemplary damages in the  
6           treble the amount of his damages of \$9,260,000 against AAMES FUNDING  
7           CORPORATION, DBA AAMES HOME LOAN and Defendant GREEN TREE  
8           SERVICING LLC, or punitive damages of \$11,340,000;
- 9           d.     That the Court further award in favor of Plaintiff BEGGS exemplary damages in  
10          the sum of treble the amount of his damages of \$420,000 or \$1,260,000.
- 11          e.     That the court award declaratory relief, including a preliminary and permanent  
12          injunction, prohibiting AAMES FUNDING CORPORATION, DBA AAMES  
13          HOME LOAN and Defendant GREEN TREE SERVICING LLC, or any of their  
14          agents or assigns, from any further breaches of the criminal statutes listed, and  
15          from the sale or further attempted collection of the void obligations, any further  
16          attempts to sell the Plaintiffs DIAZs' property or harm BEGGS as servicer's  
17          interest thereon;
- 18          f.     That the court permanently restrain Defendants, and any purported successor in  
19          interest from attempting to enforce in any way any note and deed of trust executed  
20          on September 22<sup>nd</sup>, 2005, including the Deed of Trust 200509220838 6 Pages,  
21          recorded on September 22, 2005 and the Deed of Trust 200509220837 19 Pages,  
22          recorded on September 22, 2005 in favor of the Defendant AAMES. That any  
23          sale is void and any attempt to enforce either constitutes fraud entitling the  
24          25



Case No.

Plaintiff to the issuance of an order to show cause why the party attempting to enforce the void obligation should not be held in contempt of court.

g. Reasonable attorney's fees and court costs according to proof;

h. Such other and further relief as the court deems just and proper.

**COUNT SEVEN  
FRAUD**

73. Plaintiffs incorporate paragraphs 1 through 33, inclusive, herein, as though set forth herein in full. Substance prevails over form.

74. Plaintiffs further incorporate the allegations of the remaining Counts of the rest of this complaint, contained herein, as though set forth herein in full.

75. Defendant GREEN TREE SERVICING LLC, on their own behalf, and on behalf of the co-defendants, AAMES FUNDING CORPORATION DBA AAMES HOME LOAN, in furtherance of the co-conspiracies complained of herein made affirmative statements of a material fact, including that they possess the right to sell the Plaintiff DIAZ's property and Plaintiff BEGGS as servicer's interest thereon.

76. Said statements were false, as evidenced by this courts order issued prior to the notices of sale published by the Defendant GREEN TREE SERVICING LLC, on their own behalf, and on behalf of the co-defendants, AAMES FUNDING CORPORATION DBA AAMES HOME LOAN, in furtherance of the co-conspiracies complained of herein.

77. The true facts were that they have no interest which they can sell.

78. That the public actually and justifiably rely on the published statements and reasonably and justifiably relied on those false statements to their detriment.

Wherefore Plaintiffs seek relief as accorded by the Statute, including, but not limited to:

Case No.

- 1           a.     That the Court enter an award of statutory compensatory damages for each  
2               separate violation according to proof, but in the event of default, in favor of DIAZ  
3               in the sum of \$260,000 as the fair market value of the property and in favor of  
4               Plaintiff BEGGS in the sum of \$140,000 as the face value of the note attempted to  
5               be stolen by the Defendants and each of their fraudulent attempt to sell a void  
6               note and mortgage;
- 7           b.     That the court enters an award of three million in favor of Plaintiff DIAZ against  
8               AAMES FUNDING CORPORATION, DBA AAMES HOME LOAN as  
9               originally prayed in the original complaint in light of the attempt to fraudulently  
10              sell the Plaintiffs property and destroy the note owned by Plaintiff
- 11          c.     That the Court further award in favor of Plaintiff DIAZ exemplary damages in the  
12              treble the amount of his damages of \$9,260,000 against AAMES FUNDING  
13              CORPORATION, DBA AAMES HOME LOAN and Defendant GREEN TREE  
14              SERVICING LLC, or punitive damages of \$11,340,000;
- 15          d.     That the Court further award in favor of Plaintiff BEGGS exemplary damages in  
16              the sum of treble the amount of his damages of \$420,000 or \$1,260,000.
- 17          e.     That the court award declaratory relief, including a preliminary and permanent  
18              injunction, prohibiting AAMES FUNDING CORPORATION, DBA AAMES  
19              HOME LOAN and Defendant GREEN TREE SERVICING LLC, or any of their  
20              agents or assigns, from any further breaches of the criminal statutes listed, and  
21              from the sale or further attempted collection of the void obligations, any further  
22              attempts to sell the Plaintiffs DIAZs' property or harm BEGGS as servicer's  
23              interest thereon;
- 24  
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Case No.

- 1 f. Reasonable attorney's fees and court costs according to proof;  
2 g. Such other and further relief as the court deems just and proper.

3 **COUNT EIGHT**  
4 **CIVIL CONSPIRACY**

5 79. Plaintiffs incorporate paragraphs 1 through 33, inclusive, herein, as though set forth  
6 herein in full. Substance prevails over form.

7 80. Plaintiffs further incorporate the allegations of the remaining Counts of the rest of this  
8 complaint, contained herein, as though set forth herein in full.

9 81. That Defendant GREEN TREE SERVICING LLC, on their own behalf, and on behalf of  
10 the co-defendants, AAMES FUNDING CORPORATION DBA AAMES HOME LOAN,  
11 in furtherance of the co-conspiracies complained of herein made affirmative statements  
12 of a material fact, including that they possess the right to demand payments from the  
13 Plaintiff DIAZ's claiming that an obligation is secured by the Plaintiff's property and  
14 Plaintiff BEGGS as servicer's interest thereon.

15 72. That Defendant GREEN TREE SERVICING LLC, on their own behalf, and on behalf of  
16 the co-defendants, AAMES FUNDING CORPORATION DBA AAMES HOME LOAN  
17 had no power to make any demand, let alone double demand on two different account  
18 numbers.

19 73. That as an actual and proximate cause of their conduct, the Plaintiffs, and each of them,  
20 suffered actual monetary harm, devaluation of their property and harm to their interest in  
21 their property.

22 Wherefore Plaintiffs seek relief as accorded by the Statute, including, but not limited to:

- 23 a. That the Court enter an award of statutory compensatory damages for each  
24 separate violation according to proof, but in the event of default, in favor of DIAZ  
25

Case No.

1 in the sum of \$260,000 as the fair market value of the property and in favor of  
2 Plaintiff BEGGS in the sum of \$140,000 as the face value of the note attempted to  
3 be stolen by the Defendants and each of their fraudulent attempt to sell a void  
4 note and mortgage;

5 b. That the court enters an award of three million in favor of Plaintiff DIAZ against  
6 AAMES FUNDING CORPORATION, DBA AAMES HOME LOAN as  
7 originally prayed in the original complaint in light of the attempt to fraudulently  
8 sell the Plaintiffs property and destroy the note owned by Plaintiff

9 c. That the Court further award in favor of Plaintiff DIAZ exemplary damages in the  
10 treble the amount of his damages of \$9,260,000 against AAMES FUNDING  
11 CORPORATION, DBA AAMES HOME LOAN and Defendant GREEN TREE  
12 SERVICING LLC, or punitive damages of \$11,340,000;

13 d. That the Court further award in favor of Plaintiff BEGGS exemplary damages in  
14 the sum of treble the amount of his damages of \$420,000 or \$1,260,000.

15 e. That the court award declaratory relief, including a preliminary and permanent  
16 injunction, prohibiting AAMES FUNDING CORPORATION, DBA AAMES  
17 HOME LOAN and Defendant GREEN TREE SERVICING LLC, or any of their  
18 agents or assigns, from any further breaches of the criminal statutes listed, and  
19 from the sale or further attempted collection of the void obligations, any further  
20 attempts to sell the Plaintiffs DIAZs' property or harm BEGGS as servicer's  
21 interest thereon;

22 f. Reasonable attorney's fees and court costs according to proof;

23 g. Such other and further relief as the court deems just and proper.  
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Case No.

**PRAYER FOR RELIEF**

Wherefore Plaintiffs seek relief as accorded by the Statute, including, but not limited to:


- a. That the Court enter an award of statutory compensatory damages for each separate violation according to proof, but in the event of default, in favor of DIAZ in the sum of \$260,000 as the fair market value of the property and in favor of Plaintiff BEGGS in the sum of \$140,000 as the face value of the note attempted to be stolen by the Defendants and each of their fraudulent attempt to sell a void note and mortgage;
- b. That the court enters an award of three million in favor of Plaintiff DIAZ against AAMES FUNDING CORPORATION, DBA AAMES HOME LOAN as originally prayed in the original complaint in light of the attempt to fraudulently sell the Plaintiffs property and destroy the note owned by Plaintiff
- c. That the Court further award in favor of Plaintiff DIAZ exemplary damages in the treble the amount of his damages of \$9,260,000 against AAMES FUNDING CORPORATION, DBA AAMES HOME LOAN and Defendant GREEN TREE SERVICING LLC, or punitive damages of \$11,340,000;
- d. That the Court further award in favor of Plaintiff BEGGS exemplary damages in the sum of treble the amount of his damages of \$420,000 or \$1,260,000.
- e. That the court award declaratory relief, including a preliminary and permanent injunction, prohibiting AAMES FUNDING CORPORATION, DBA AAMES HOME LOAN and Defendant GREEN TREE SERVICING LLC, or any of their agents or assigns, from any further breaches of the criminal statutes listed, and from the sale or further attempted collection of the void obligations, any further

Case No.

**VERIFICATION**

I declare under penalty of perjury that I have read the foregoing, and it is true and correct, except as to those matters which are based on information and belief, and as to those matters, I believe them to be true; and I executed this Verification on:


March 7, 2015

  
**GREGORIO G. DIAZ**  
17119 MEADOWDALE DRIVE,  
LYNWOOD, WASHINGTON 98037  
Tel: (425) 773-0946  
E-mail: djmaracas1@gmail.com


**VERIFICATION**

I declare under penalty of perjury that I have read the foregoing, and it is true and correct, except as to those matters which are based on information and belief, and as to those matters, I believe them to be true; and I executed this Verification on:

March 7, 2015

  
**MARIA T. DIAZ**  
17119 MEADOWDALE DRIVE,  
LYNWOOD, WASHINGTON 98037  
Tel: (425) 773-0946  
E-mail: djmaracas1@gmail.com

March 10, 2015

  
**HARRY BEGGS**  
Assignee of Right Angle Ridge, LLC Attn:  
7208 59th Street Ct. West University Place,  
WA 98467

**When recorded, return to:**

**GREGORIO G. DIAZ**

**MARIA T. DIAZ**

17119 MEADOWDALE DRIVE,  
LYNWOOD, WASHINGTON 98037

Tel: (425) 773-0946

E-mail: djmaracas1@gmail.com

Case No.

**SPACE RESERVED FOR RECORDING INFORMATION**

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE**

GREGORIO G. DIAZ and MARIA T. DIAZ,  
HARRY BEGGS  
Plaintiffs,

CASE NO.

v.

GREEN TREE SERVICING LLC  
And AAMES FUNDING CORPORATION  
DBA AAMES HOME LOAN,

Defendants.

**LIS PENDENS**

TO THE ABOVE NAMED DEFENDANT(S) AND ALL OTHERS WHOM IT MAY  
CONCERN:

YOU ARE HEREBY NOTIFIED that suit was instituted by the above-named Plaintiff against  
the above-named Defendant(s), in the above-styled cause, involving the following described  
property, situated, lying and being in Snohomish County, Washington, to-wit:

LOT 59, MEADOWDALE GLEN, ACCORDING TO THE PLAT THEREOF RECORDED IN  
VOLUME 39 OF PLATS, PAGES 203 AND 204, RECORDS OF SNOHOMISH COUNTY.  
SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON

Relief sought as to such property is for enforcement of the judgment of quiet title and  
injunctive relief against the sale of any now void mortgages and fraudulent assignments which  
are set forth and attached to the complaint, and recorded in the Official Records:

Deed of Trust 200509220838 6 Pages, recorded on September 22, 2005

Case No.

Deed of Trust 200509220837 19 Pages, recorded on September 22, 2005.

YOU will, therefore, please govern yourselves accordingly.

Respectfully Submitted,

March 7, 2015

Gregorio G. Diaz  
**GREGORIO G. DIAZ**  
17119 MEADOWDALE DRIVE,  
LYNWOOD, WASHINGTON 98037  
Tel: (425) 773-0946  
E-mail: djmaracas1@gmail.com

Acknowledgment of Individual

STATE OF WASHINGTON

COUNTY OF Snohomish

On this day personally appeared before me Maria T. Diaz, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal of office this 7 day of March, 20 15.

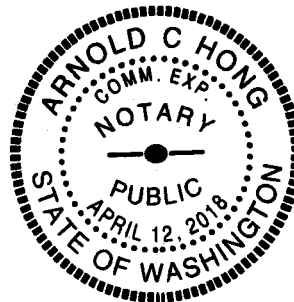
[Signature]  
Notary Public residing at Lynnwood, Wa.

Printed Name: Arnold Hong

My Commission Expires:

April 12, 2018

March 7, 2015



Maria T. Diaz  
**MARIA T. DIAZ**  
17119 MEADOWDALE DRIVE,  
LYNWOOD, WASHINGTON 98037  
Tel: (425) 773-0946  
E-mail: djmaracas1@gmail.com



Case No.

Acknowledgment of Individual

STATE OF WASHINGTON

COUNTY OF King

On this day personally appeared before me Harry Beggs, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal of office this 10<sup>th</sup> day of March, 20 15.

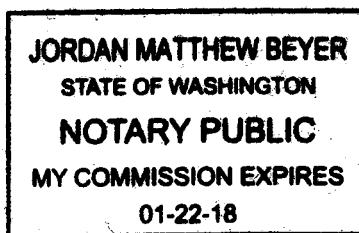
Jordan Matthew Beyer

Notary Public residing at King County

Printed Name: Jordan Matthew Beyer

My Commission Expires:

01-22-2018



March 10, 2015

H Beggs  
**HARRY BEGGS**  
Assignee of Right Angle Ridge, LLC Attn:  
7208 59th Street Ct. West University Place,  
WA 98467

Case No.

Acknowledgment of Individual

STATE OF WASHINGTON

COUNTY OF Snohomish

On this day personally appeared before me Gregorio G. Diaz to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal of office this 7 day of March, 20 15.

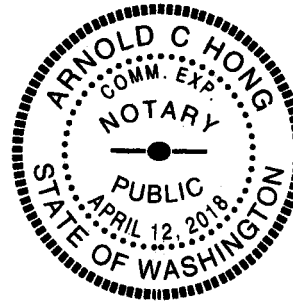
Notary Public residing at Lynnwood, Wa.

Printed Name: Arnold Hong

My Commission Expires:

April 12, 2018

March 7, 2015



Gregorio G. Diaz  
**GREGORIO G. DIAZ**  
17119 MEADOWDALE DRIVE,  
LYNWOOD, WASHINGTON 98037  
Tel: (425) 773-0946  
E-mail: djmaracas1@gmail.com

Case No.

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE**

**GREGORIO G. DIAZ and MARIA T. DIAZ,  
HARRY BEGGS**  
Plaintiffs,

v.

**GREEN TREE SERVICING LLC |  
And AAMES FUNDING CORPORATION  
DBA AAMES HOME LOAN,**

Defendants.

CASE NO.

**PLAINTIFFS' EXHIBITS**

**JURY TRIAL DEMANDED**

- 1. JUDGMENT**
- 2. IRS FORM 1099-C CANCELLATION OF DEBT**
- 3. GREEN TREE INVOICE FOR ACCOUNT NUMBER 82504360**
- 4. GREEN TREE INVOICE FOR ACCOUNT NUMBER 82529354**

Case No.

**1. JUDGMENT**

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Case No.

Case 2:13-cv-00217-RSL Document 17 Filed 04/08/13 Page 1 of 3

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

GREGORIO G. DIAZ and MARIA T. DIAZ,

Plaintiffs,

v.

ARGENT MORTGAGE COMPANY, LLC  
and AAMES FUNDING CORPORATION  
dba AAMES HOME LOAN,

Defendants.

Case No. C13-217RSL

DEFAULT JUDGMENT

This matter comes before the Court on plaintiffs' "Motion for Entry of Default Judgment" (Dkt. # 16).<sup>1</sup> Plaintiffs, proceeding pro se, seek declaratory judgment in their favor against defendant AAMES Funding Corporation ("AAMES"), a defunct lending corporation, for quiet title. Specifically, plaintiffs seek an order declaring that deed of trust recorded against their property on September 22, 2005, is invalid and unenforceable. Dkt. # 16-1 at 7. In addition to declaratory judgment, plaintiffs seek damages in the amount of \$1 million and recovery of their attorney's fees and costs. *Id.* at 7.

Although defendant AAMES was served with the summons and complaint on January 7, 2013, Dkt. # 2-1 at 43, it has not responded. Default was entered against it on March 29, 2013.

<sup>1</sup> Plaintiffs previously filed two identical motions for entry of default judgment. See Dkt. # 8, 12.

DEFAULT JUDGMENT

Case No.

Case 2:13-cv-00217-RSL Document 17 Filed 04/08/13 Page 2 of 3

Dkt. # 13.<sup>2</sup>

Upon entry of default, the well-pleaded allegations of the complaint relating to defendant's liability are taken as true, and the defaulting party is deemed to have admitted all allegations in the complaint pertaining to liability. See TeleVideo Sys., Inc. v. Heidenthal, 826 F.2d 915, 917-18 (9th Cir. 1987); Danning v. Laving, 572 F.2d 1386, 1389 (9th Cir. 1978); Dandee Cement Co. v. Howard Pipe & Concrete Prods., Inc., 722 F.2d 1319, 1323 (7th Cir. 1983). The court need not make detailed findings of fact as long as the allegations contained in the pleadings are sufficient to establish liability. Fair Hous. of Marin v. Combs, 285 F.3d 899, 906 (9th Cir. 2002). Because plaintiffs' claim of damages is unliquidated, they must provide competent evidence from which the Court can ascertain the judgment amount. See Microsoft Corp. v. Norp, 549 F. Supp.2d 1233, 1235 (E.D. Cal. 2008).

Having reviewed the allegations of the complaint and the memorandum and declarations submitted by plaintiffs, the Court finds as follows:

A. Quiet Title

Plaintiffs seek quiet title to their property located at 17119 Meadowdale Drive, Lynnwood, Washington, 98037, and an order declaring the deed of trust that identifies AAMES as the beneficiary recorded on September 22, 2005, void and unenforceable because more than seven years has passed since plaintiffs acquired title. Therefore, under RCW 7.28.050 AAMES is precluded from pursuing any interest in the property. Dkt. # 16-1 at 7. According to the allegations in the complaint, AAMES is also prohibited from pursuing any interest in the property as the beneficiary of the deed of trust because AAMES is not the holder of any promissory note. Dkt. # 1-1st 3-4 (citing RCW 61.24.030(7)(a)).

<sup>2</sup> On March 20, 2013, this Court entered a stipulation and order voluntarily dismissing plaintiffs' claims against defendant Argent Mortgage Company, LLC without prejudice. Dkt. # 10.

DEFAULT JUDGMENT

-2-

Case No.

Case 2:13-cv-00217-RSL Document 17 Filed 04/08/13 Page 3 of 3


B. Damages, Attorney's Fees and Costs

In addition to declaratory judgment, plaintiffs seek an award of \$1 million in punitive damages. No argument or evidence is presented in support of this claim. Dkt. #16-1 at 7.

Finally, plaintiffs seek recovery of their attorney's fees and costs. However, plaintiffs are acting pro se and they have not presented any evidence or argument regarding costs incurred. As a result, the Court declines to award plaintiffs punitive damages, attorney's fees and costs.

There is an adequate basis to enter default judgment in favor of plaintiffs and against defendant AAMES, declaring that AAMES is precluded from pursuing its interest in the property as the named beneficiary in the deed of trust recorded on September 22, 2005.

Dated this 8th day of April, 2013.

  
Robert S. Lasnik  
United States District Judge

DEFAULT JUDGMENT

-3-

Case No.

Case 2:13-cv-00217-RSL Document 17 Filed 04/06/13 Page 1 of 3

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

GREGORIO G. DIAZ and MARIA T. DIAZ,

Plaintiffs,

v.

ARGENT MORTGAGE COMPANY, LLC  
and AAMES FUNDING CORPORATION  
dba AAMES HOME LOAN,

Defendants.

Case No. C13-217RSL

DEFAULT JUDGMENT

This matter comes before the Court on plaintiffs' "Motion for Entry of Default Judgment" (Dkt. # 16).<sup>1</sup> Plaintiffs, proceeding pro se, seek declaratory judgment in their favor against defendant AAMES Funding Corporation ("AAMES"), a defendant lending corporation, for quiet title. Specifically, plaintiffs seek an order declaring that deed of trust recorded against their property on September 22, 2005, is invalid and unenforceable. Dkt. # 16-1 at 7. In addition to declaratory judgment, plaintiffs seek damages in the amount of \$1 million and recovery of their attorney's fees and costs. *Id.* at 7.

Although defendant AAMES was served with the summons and complaint on January 7, 2013, Dkt. # 2-1 at 43, it has not responded. Default was entered against it on March 29, 2013.

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<sup>1</sup> Plaintiffs previously filed two identical motions for entry of default judgment. See Dkt. # 8, 12.

DEFAULT JUDGMENT



Case No.

Case 2:13-cv-00217-RSL Document 17 Filed 04/08/13 Page 2 of 3

Dkt. # 13.<sup>2</sup>

Upon entry of default, the well-pleaded allegations of the complaint relating to defendant's liability are taken as true, and the defaulting party is deemed to have admitted all allegations in the complaint pertaining to liability. See TeleVideo Sys., Inc. v. Heidenthal, 826 F.2d 915, 917-18 (9th Cir. 1987); Dunning v. Layton, 572 F.2d 1386, 1389 (9th Cir. 1978); Dundee Cement Co. v. Howard Pipe & Concrete Prods., Inc., 722 F.2d 1319, 1323 (7th Cir. 1983). The court need not make detailed findings of fact as long as the allegations contained in the pleadings are sufficient to establish liability. Fair Hous. of Marin v. Combs, 285 F.3d 899, 906 (9th Cir. 2002). Because plaintiffs' claim of damages is unliquidated, they must provide competent evidence from which the Court can ascertain the judgment amount. See Microsoft Corp. v. Nap, 549 F. Supp.2d 1233, 1235 (E.D. Cal. 2008).

Having reviewed the allegations of the complaint and the memorandum and declarations submitted by plaintiffs, the Court finds as follows:

#### A. Quiet Title

Plaintiffs seek quiet title to their property located at 17119 Meadowdale Drive, Lynnwood, Washington, 98037, and an order declaring the deed of trust that identifies AAMES as the beneficiary recorded on September 22, 2005, void and unenforceable because more than seven years has passed since plaintiffs acquired title. Therefore, under RCW 7.28.050 AAMES is precluded from pursuing any interest in the property. Dkt. # 16-1 at 7. According to the allegations in the complaint, AAMES is also prohibited from pursuing any interest in the property as the beneficiary of the deed of trust because AAMES is not the holder of any promissory note. Dkt. # 1-1 at 3-4 (citing RCW 61.24.030(7)(a)).

<sup>2</sup> On March 20, 2013, this Court entered a stipulation and order voluntarily dismissing plaintiffs' claims against defendant Argent Mortgage Company, LLC without prejudice. Dkt. # 16.

DEFAULT JUDGMENT

Case No.

Case 2:13-cv-00217-RSL Document 17 Filed 04/08/13 Page 3 of 3

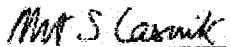
**B. Damages, Attorney's Fees and Costs**

In addition to declaratory judgment, plaintiffs seek an award of \$1 million in punitive damages. No argument or evidence is presented in support of this claim. Dkt. #16-1 at 7.

Finally, plaintiffs seek recovery of their attorney's fees and costs. However, plaintiffs are acting pro se and they have not presented any evidence or argument regarding costs incurred. As a result, the Court declines to award plaintiffs punitive damages, attorney's fees and costs.

There is an adequate basis to enter default judgment in favor of plaintiffs and against defendant AAMES, declaring that AAMES is precluded from pursuing its interest in the property as the named beneficiary in the deed of trust recorded on September 22, 2005.

Dated this 8th day of April, 2013.

  
Robert S. Lasnik  
United States District Judge

DEFAULT JUDGMENT


-3-

Case No.

**2. CANCELLATION OF DEBT – 1099C**

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Case No.

<input type="checkbox"/> CORRECTED (if checked)		OMB No. 1545-1424  <b>2014</b>  Form 1099-C	<b>Cancellation of Debt</b>
CREDITOR'S name, street address, city or town, state or province, country, ZIP, or foreign postal code, and telephone no. <b>NATIONSTAR MORTGAGE LLC RETURN SERVICE ONLY P.O. BOX 619063 DALLAS, TX 75261-9063</b>			
CUSTOMER SERVICE: 1-888-480-2432			
1 Date of identifiable event <b>05/05/2014</b>		2 Amount of debt discharged <b>\$ 88,770.31</b>	
3 Interest included in item 2 <b>\$ 0.00</b>		4 Debt description <b>MORTGAGE LOAN</b>	
5 If checked, the debtor was personally liable for repayment of the debt <input checked="" type="checkbox"/>		6 Identifiable event code <b>75-2921540</b>	
7 Fair market value of property <b>\$ 350,000.00</b>		8 Debtor's federal identification number <b>75-2921540</b>	
9 Debtor's identification number <b>XXX-XX-8018</b>		10 Account number (see instructions) <b>0617741251</b>	
11 DEBTOR'S name, street address (including apt. no.), city or town, state or province, country, and ZIP or foreign postal code  <b>3-692-14440-0048308-009-1-000-000-000-000</b> <b>GREGORIO DIAZ 17119 MEADOWDALE DR LYNNWOOD WA 98037-2936</b>		<b>Copy B For Debtor</b>  This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if taxable income results from this transaction and the IRS determines that it has not been reported.	

Form 1099-C (Keep for your records) Department of the Treasury - Internal Revenue Service

Case No.

**EXHIBIT 3 – GREEN TREE INVOICE FOR ACCOUNT NUMBER 82504360**

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Case No.

relationships that work  
**green tree**

Green Tree Servicing LLC  
Asset Receivables Management  
7360 South Kyrene Road  
Tempe, AZ 85283-4583  
(877) 833-6465

\* 6530466 800805302 \*6466 0015358

GREGORIO G DIAZ  
MARIA T DIAZ  
17119 MEADOWDALE DR  
LYNNWOOD WA 98037-2936



## MONTHLY BILLING STATEMENT

Statement Date: 02/19/2015

Account Number	82504360
Next Payment Due	03/06/2015
Amount Due	\$68,770.31

Payment address:  
Green Tree  
PO Box 94710  
Palatine, IL 60094-4710

## Account Information

Balance	\$68,770.31
Property Address: 17119 MEADOWDALE DR LYNNWOOD, WA 98037	
Monthly Late Fee:	None
Interest Rate:	0.00%
Interest Type:	None
Prepayment Penalty:	None
Date of Last Payment:	

## Explanation of Amount Due

Principal Due:	\$68,770.31
Interest Due	\$0.00
(Interest accumulated prior to charge off)	
Attorney Fees:	\$0.00
Court Costs:	\$0.00
Misc Fees and Costs:	\$0.00
Bad Check Charges:	\$0.00
Pre-Charge Off Expenses:	\$0.00
Post Charge Off Expenses:	\$0.00
Transaction Surcharges:	\$0.00
Total to Bring Current:	\$68,770.31

## Transaction Activity (8/19/2014 to 02/19/2015)

Date	Description	Charges	Payments
**** NO TRANSACTIONS TO REPORT ****			

## Past Payment Breakdown

	Paid Last Month	Paid Year to Date
Principal Amount:	\$0.00	\$0.00
Interest Amount:	\$0.00	\$0.00
Fees:	\$0.00	\$0.00
Total:	\$0.00	\$0.00

## \*\* Delinquency Information \*\*

Date of Delinquency: 09-01-2012

Your account may be reported to one or more credit bureaus, and may be reviewed for possible legal action. To bring your account current, \$68,770.31 is due.

Housing Counselor Information: If you would like counseling or assistance, you can contact the following:

• U.S. Department of Housing and Urban Development (HUD). For a list of home ownership counselors or counseling organizations in your area, go to <http://www.hud.gov/offices/hud-pek/hoc/hocdir.cfm> or call 800-568-4287.

## Recent Account Activity

Date	Description	Charges	Payments
**** NO TRANSACTIONS TO REPORT ****			

Please see back page for additional important information.

☐ 600130-09

relationships that work  
**green tree**

Detach and return this portion with remittance.  
Please make checks payable to Green Tree-  
ACCOUNT NUMBER 82504360  
Receipt of a personal check is authorization to collect payment electronically.

PAYMENT DUE DATE

03/06/2015

Case No.

**Important Information**

If you do not receive your statement prior to your due date, you are still obligated to make timely payments. Payments are processed more efficiently when accompanied by a coupon. Should you ever be without a statement, please make sure your account number is written on your check or money order and mail the payment to the remittance address listed on the front of this statement. Payments made to locations other than those supplied on the front of this statement may cause a processing delay.

**Important Notice:** We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

**Please Note:** To tender payment in full satisfaction of this debt, please contact Customer Service for a payoff quote and forward remittance to the Payoff Checks address below.

**Credit Counseling Information**

<http://www.hud.gov/offices/hud/aff/hudocf/index.cfm> and/or HOPE Hotline by calling 1-888-995-HOPE

**Other Important Information Regarding Your Account**

**Payments - Regular Mail** (See "Payment Address" on the other side of this form.)

**Correspondence**

Green Tree

PO Box 6172

Rapid City, SD 57709-6172

Fax #: 1-866-670-9919

For Mortgage Loan Customers Only. Pursuant to

RESPA and its implementing regulation.

Qualified Written Requests, Notices of Error,

and Requests for Information must be sent to:

PO Box 6176, Rapid City, SD 57709-6176

**Customer Service:**

Customer.service@gtservicing.com

Phone #: 1-800-643-0202

TTY/TDD (hearing impaired) #: 1-800-655-2880

Hours: Mon - Fri 7AM - 8PM CST

Saturday 7AM - 1PM CST

Telephone calls may be monitored or recorded for quality assurance and training purposes.

**Bankruptcy Notices and Correspondence**

**NOTICE:** Send notices and correspondence related to any bankruptcy filing by you to:

Asset Receivables Management

Attn: Bankruptcy Department

7340 S. Kyrene Rd.

Tempe, AZ 85283

**Payoff Checks**

Green Tree

Attn: Settlements L800

345 ST. Peter St.

St. Paul, MN 55102

**This communication is from a debt collector. It is an attempt to collect a debt and any information obtained will be used for that purpose.**

**Need to make your payment today?**

**Pay By Phone**

Call 1-877-835-6485

Have your checkbook ready!

**Western Union Quick Collect**

Payment Options	Code City	Code State
Same Day (current service)	GTsame-day	MN
Next Day	GTnext-day	MN
Second Day	GTsecond-day	MN
1-800-325-6000		

**Moneygram**

For a location near you,  
Call 1-800-606-3947. Green  
Tree's receiver code is  
0314 - Green Tree Servicing

Case No.

**EXHIBIT 4 – GREEN TREE INVOICE FOR ACCOUNT NUMBER 82529354**

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Case No.

relationships that work  
**green tree**Green Tree Servicing LLC  
Asset Receivables Management  
7360 South Kyrene Road  
Tempe, AZ 85283-4583  
1-877-835-6463\* 0534307 080003805 76ALE 006525A  
GREGORIO G DIAZ  
MARIA T DIAZ  
17119 MEADOWDALE DR  
LYNNWOOD WA 98037-2936

## MONTHLY BILLING STATEMENT

Statement Date: 02/21/2015

Account Number	82529354
Next Payment Due	03/09/2015
Amount Due	\$68,770.31

Payment address:  
Green Tree  
PO Box 94710  
Palatine, IL 60094-4710

## Account Information

Balance:	\$68,770.31
Property Address: 17119 MEADOWDALE DR LYNNWOOD, WA 98037	
Monthly Late Fee:	None
Interest Rate:	0.00%
Interest Type:	None
Prepayment Penalty:	None
Date of Last Payment:	

## Explanation of Amount Due

Principal Due:	\$68,770.31
Interest Due:	\$0.00
(Interest accumulated prior to charge off)	
Attorney Fees:	\$0.00
Court Costs:	\$0.00
Misc Fees and Costs:	\$0.00
Bad Check Charges:	\$0.00
Pre-Charge Off Expenses:	\$0.00
Post Charge Off Expenses:	\$0.00
Transaction Surcharges:	\$0.00
Total to Bring Current:	\$68,770.31

## Transaction Activity (8/21/2014 to 02/21/2015)

Date	Description	Charges	Payments
**** NO TRANSACTIONS TO REPORT ****			

## Past Payment Breakdown

	Paid Last Month	Paid Year to Date
Principal Amount	\$0.00	\$0.00
Interest Amount	\$0.00	\$0.00
Fees	\$0.00	\$0.00
Total:	\$0.00	\$0.00

## \*\* Delinquency Information \*\*

Date of Delinquency: 09-01-2012  
Your account may be reported to one or more credit bureaus, and may be reviewed for possible legal action. To bring your account current, \$68,770.31 is due.Housing Counselor Information: If you would like counseling or assistance, you can contact the following:  
\* U.S. Department of Housing and Urban Development (HUD). For a list of home ownership counselors or counseling organizations in your area, go to <http://www.hud.gov/offices/hsgc/hsc/hsc.htm> or call 800-568-4287.

## Recent Account Activity:

Date	Description	Charges	Payments
**** NO TRANSACTIONS TO REPORT ****			

Please see back page for additional important information.

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relationships that work  
**green tree**Detach and return this portion with remittance.  
-Please make checks payable to Green Tree-  
ACCOUNT NUMBER 82529354  
Receipt of a personal check is authorization to collect payment electronically.

PAYMENT DUE DATE

03/09/2015

Case No.

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